

Effective Date: **April 2012**

**AGRICULTURAL MARKETING SERVICE
MASTER SOLICITATION
FOR COMMODITY PROCUREMENTS**

For Distribution to Eligible Outlets



Table of Contents

I.	INSTRUCTIONS TO BIDDERS	1
II.	SUBMISSION OF OFFERS	5
III.	CONTRACT/PURCHASE ORDER AWARD	6
IV.	INCORPORATED TEXT AND ORDER OF PRECEDENCE	7
V.	CONTRACT COMPLIANCE	7
VI.	SHIPMENT AND DELIVERY	7
VII.	QUALITY INSPECTION PLAN - WBSCM	9
VIII.	LIABILITY FOR LOSSES DUE TO DETERIORATION, SPOILAGE, OR RECALL ...	9
IX.	FAILURE OF THE COMMODITY TO MEET CONTRACT REQUIREMENTS AND SPECIFICATIONS/SUPPLEMENTS	9
X.	INVOICES AND PAYMENT PROCESS	10
XI.	FAR/AGAR CLAUSES INCORPORATED BY REFERENCE	12
XII.	FAR/AGAR PROVISIONS BY REFERENCE	17
XIII.	INQUIRIES	20
EXHIBIT 1	Domestic Origin Certification	21
EXHIBIT 2	Sample Format for Submitting Offers through WBSCM	22
EXHIBIT 3	Browser Requirements	25

This solicitation, called the Master Solicitation, is used by the U.S. Department of Agriculture (USDA), Agricultural Marketing Service (AMS) to procure commodities for the National School Lunch Program and other Federal Food and Nutrition Programs. The Master Solicitation will provide general guidance to potential bidders and/or offerors.

I. INSTRUCTIONS TO BIDDERS

A. USDA will periodically issue Solicitations under this Master Solicitation for various commodities under domestic food nutrition assistance programs. Specifications and program requirements are further defined in the appropriate commodity specification and/or supplement and are incorporated herein and made a part hereof for specific requirements.

B. Awards will be made following the principles in the Federal Acquisition Regulations (FAR), and the Agriculture Acquisition Regulations (AGAR). The Solicitations/Invitations for Bids (IFB) will specify the commodity; the bid date; the delivery period; the destinations; estimated quantities; the closing time for receipt of bids; and any provisions, terms, and conditions applicable to the proposed procurement which are in addition to or different from those contained in the Master Solicitation. Bidders are cautioned to carefully read this Master Solicitation, the applicable IFB, and the applicable Commodity Specification and/or Supplement. The full texts of the applicable FAR provisions and clauses incorporated into the contract can be found at <http://www.acquisition.gov>.

C. Offer prices will be either f.o.b. (or f.a.s. vessel) at the destinations listed in the applicable Solicitation/IFB or on a shipping point basis. If f.o.b. destination, bids will be invited on a purchase unit basis or multiples thereof, except that from time to time the IFB will indicate two or more destinations in a line item which will require a split delivery (drop) at each destination. Delivery by either trucks or railcars is at the option of the Contractor except for those destinations which specify the method of delivery. If f.o.b. origin, delivery of the commodity will be made either f.o.b. railroad cars or trucks or in-store at USDA's option, at the shipping points named in the Solicitation/IFB. To submit bids, a company must be on the Qualified Vendors List. For information regarding how to become a qualified vendor, visit <http://www.ams.usda.gov/commoditypurchasing>, or contact the Contracting Officer.

D. Annual Representations and Certifications

1. Central Contractor Registration (CCR) and Online Representations and Certifications Application (ORCA).

Contractor must be registered with the CCR as prescribed in FAR 4.1104 and ORCA. The CCR can be accessed at <http://www.ccr.gov> and ORCA at <https://orca.bpn.gov/>.

In addition to CCR and ORCA, the Contractor also certifies the following:

- a. Contingent Fee Representation: The offeror represents that, except for the full-time bona fide employees working solely for the offeror, the offeror:
 1. HAS NOT employed or retained any person or company to solicit or obtain this contract; and

2. HAS NOT paid or agreed to pay any person or entity employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. Clean Air and Water Certification: Offeror certifies as follows:

1. Any facility in performance of this proposed contract IS NOT listed on Environmental Protection Agency (EPA) List of Violating Facilities; and
2. The offeror WILL immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator or designee, of the EPA.

2. The 8(a) Program.

For the purposes of contracts made under the 8(a) Program, FAR 19.8, reference to “Contractor,” in all USDA contract or purchase order documents, means the 8(a) firm. In accordance with the Interagency Agreement as authorized under FAR 19.800(c), the Small Business Administration (SBA) has delegated responsibility to USDA for the administration of contracts or purchase orders awarded to 8(a) firms with complete authority to take any action on behalf of the Government under the terms and conditions of the contract. All 8(a) contractors must be on the Qualified Vendors List.

E. Domestic Products

All products used in fulfilling contracts or purchase orders awarded must be of 100 percent domestic origin, meaning that they are produced and processed from products, including maltodextrin (products) which were produced, raised, and processed only in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as “the United States”). If the Contractor processes or handles products originating from sources other than the United States, the Contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities purchased under this Master Solicitation. This plan must be made available to an AMS representative and the Contracting Officer or agent thereof upon request. The Contractor must ensure that the Contractor and any subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with FAR 52.214-26.

The Contractor agrees to include this domestic origin certification clause in all subcontracts for products used in fulfilling contracts awarded under this Master Solicitation. The burden of proof of compliance is on the Contractor.

Domestic origin verification requirements must be included in the Contractor’s technical proposal, if applicable. Otherwise, prior to any work performed under the applicable contract or purchase order that was awarded, the attached form (EXHIBIT 1) must be completed, and must be presented to an AMS representative, the Contracting Officer, or agent thereof upon request.

F. Food Defense Requirements

Potential Contractor(s) and subcontractor(s) must have a food defense plan that provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished product. The plan shall address the following areas, as applicable: (1) food security plan management; (2) outside and inside security of the production and storage facilities; (3) slaughter and processing, including all raw material sources; (4) shipping and receiving; (5) storage; (6) water and ice supply; (7) mail handling; (8) personnel security; and (9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

Prior to a contract or purchase order award, the documented and operational food defense plan will be audited by USDA, AMS. All nonconformance(s) listed in the audit report for poultry and livestock products must be addressed in writing within 14 days to the Contracting Officer. However for fruit and vegetable products, nonconformance(s) will be addressed prior to contract or purchase order award. Potential Contractors will have an opportunity to correct identified nonconformance(s) and modify their food defense plan. The frequency of any follow-up food defense audits will be determined by the Contracting Officer.

Eligible suppliers who receive contracts must have their documented food defense plan and supporting documentation readily available for review by the Contracting Officer or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

All inquiries concerning audit requirements and scheduling should be forwarded to your local Grading Division office for clarification. Furthermore, USDA will not grant/accept any waiver requests for the food defense audits. It is the responsibility of the contractor and/or subcontractor to schedule the audit in a timely manner to ensure it has been completed and approved prior to the award of any contract.

G. Manufacturing Practices - Fruit and Vegetable Products

1. Current Good Manufacturing Practices

All processed fruit and vegetables must be produced in accordance with the Food and Drug Administration's Current Good Manufacturing Practices (21 C.F.R., Part 110).

2. Plant Survey or Plant Systems Audit (PSA)

Successful bidders are required to undergo and pass an annual plant survey or PSA. The primary purpose of a plant survey or PSA is to ensure that products are produced in a clean, sanitary environment and verify that Federal requirements are met. Contractors are required to maintain process operations records that are sufficiently detailed as to allow AMS, Fruit and Vegetable Programs, Processed Products Division (PPD) to determine past and current sanitation practices.

The AMS, Fruit and Vegetable Program, PPD will conduct the plant surveys/PSA. PPD personnel will follow the procedures found in the most current version of PPD AIM, Sanitation and Safety Manual, or the most current version of PPD AIM, Plant Systems Audit Manual.

Contractors must provide the Contracting Officer with a copy of an acceptable completed plant survey/PSA. An acceptable plant survey/PSA will be valid for one year.

Contractors who have a PPD in-plant contract service agreement will be considered as having met the plant survey/PSA requirement, since a plant survey/PSA is a prerequisite to a contract service agreement. Similarly, Contractors who have completed a PPD plant survey/PSA for any other purpose within one year of award will also be deemed to have satisfied this requirement. Completion of the plant survey/PSA prior to the submission of a bid is suggested, but not required. A firm submitting a bid must provide proof of an acceptable plant survey/PSA **prior to the date of the awarded contract or purchase order**. Failure to provide this documentation within the proper time frame may result in the Contractor being deemed non responsive.

H. Loading and Sealing of Vehicles

Loading must be in accordance with good commercial practices and the sealing must be done at origin under the supervision of a USDA, AMS certification agent or if applicable by a person authorized by the company to act on its behalf. Thereafter, all delivery units—truck lot and less-than-truck lot (LTL) quantities—must be secured at all times prior to unloading with tamper-resistant, serially numbered, high-security seals. Suppliers of commodities, products and/or services shall be responsible for placing seal(s) on all doors of each transportation conveyance upon completion of loading or servicing. Seals shall be serially numbered, barrier-type and meet the American Society for Testing and Materials (ASTM) standards (F-1157-04). Seals shall be 1/8th inch diameter cable, high-security bolt, or equivalent. The Contractor must maintain a record of each seal number used per truck lot and LTL delivery unit. Additionally, the Contractor must ensure that the applicable seal identification number is on each bill of lading, shipment manifest, certificate, or delivery documents for each delivery destination.

When LTL delivery units are transported on the same trailer and destined for multiple recipients, the trailer must be sealed after each delivery. The seal number must be recorded on the appropriate delivery documents and correspond with the applied seal at the time of arrival at the next destination. It will be the responsibility of the Contractor to provide a sufficient number of seals to the carrier service and to ensure that the trailer is sealed after each delivery destination. Failure to seal the trailer after each stop may result in rejection of the shipment by the recipient agency at the next scheduled stop and rejection of any subsequent deliveries on the trailer.

1. Railcar. Each railcar must be sealed. The Contractor is responsible for arranging for railcar deliveries of more than one delivery unit so that each delivery unit contained in the same railcar can be completely separated and sealed.
2. Truck or Piggyback. Truck or piggyback shipments must be sealed at origin. A delivery unit shipped by truck or piggyback which includes split deliveries to multiple destinations will require sealing after each drop in accordance with I.G. of this Master Solicitation.

II. SUBMISSION OF OFFERS

A. Web-Based Supply Chain Management (WBSCM) System

1. WBSCM Registration. Potential new suppliers must complete a WBSCM vendor registration form and meet all financial requirements prior to being entered into WBSCM. In addition, the firm must meet all technical requirements for producing the product prior to being able to submit offers in WBSCM. Refer to the “Qualification Requirements for Prospective Contractors Selling to the USDA” instruction and additional information for new vendors located on the AMS website at <http://www.ams.usda.gov/commoditypurchasing>. A new supplier must designate an individual who will serve as the Corporate Vendor Administrator and an individual who is authorized to submit offers for the company. Once approved, USDA will assign the roles in WBSCM and the vendor will be able to submit offers for those materials (commodities) they are qualified to supply. In the event a vendor submits offers for materials they are not qualified to bid, the Contracting Officer will rule those offers as non-responsible and the offers will not be considered for those materials

The Corporate Vendor Administrator’s responsibilities include: 1) entering all plant(s) and shipping point(s) that company plans to utilize for USDA production, 2) assigning plant/headquarter staff member(s) to the appropriate plant(s) and shipping point(s), and 3) assigning the roles to each staff member to perform the various functions required in WBSCM.

Once the supplier has been approved and the proper role(s) assigned, they may access WBSCM to submit offers. The web address is: <https://portal.wbscm.usda.gov/iri/portal>.

2. Submission of Offers in WBSCM. Offers must be submitted via the Internet by accessing the WBSCM System. EXHIBIT 2 provides system and computer setting requirements for accessing WBSCM.

Bids submitted by any means other than WBSCM will be considered nonresponsive.

Once connected to WBSCM, follow the online procedures. Click on the “Help” button for detailed instructions on using the system, or contact the WBSCM Help Desk.

AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored in WBSCM including, but not limited to the following:

1. Any failure of the bidder’s computer hardware or software.
2. Availability of the bidder’s Internet service provider.
3. Delay in transmission due to the speed of the bidder’s modem.
4. Delay in transmission due to excessive volume of Internet traffic.

Offerors are advised to allow sufficient time to input offers on the date of bid opening due to high volume of internet traffic.

Offers, modifications, or withdrawals of offers must be received in WBSCM by the time prescribed in the applicable Solicitation. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the latest time recorded in WBSCM.

3. WBSCM Offer Form. Offers submitted in WBSCM must consist of the following areas: 1) response to attribute questions associated with the specific solicitation, 2) offer price(s) on the item number(s) the firm want(s) to be considered for award, and 3) total quantity the company wants be awarded (constraints in truck-lot or cases). All sections of the offer form must be completed, including prices and constraints, prior to final submission in WBSCM.

Complete the certifications (attributes questions) using the following as a guide.

1. Offer is made subject to the Master Solicitation; the applicable Supplement and/or Specification(s); the Solicitation; and FAR/AGAR.
2. Timely Performance Certification. All products required under any existing USDA contract(s)/purchase order(s) or subcontract(s) with a not-later-than delivery date prior to this bid opening _____. Choose one:
 - (a) Have been delivered.
 - (b) Have not been delivered.
 - (c) Have not been delivered, but the Offeror has notified the Contracting Officer.
 - (d) There are no existing contracts.
3. Offeror requests HUBZone small business price evaluation preference (YES) (NO). Applies only to firms certified in the Small Business Administration's Historically Underutilized Business Zone program (FAR subpart 19.13).
4. Furnish name, title, phone number and e-mail address of person submitting this bid (must be an officer of the company or a person authorized to execute contracts on behalf of the bidder).

Note: There may be additional certification (attribute) questions depending on the material that is being offered.

III. CONTRACT/PURCHASE ORDER AWARD

Firm-fixed-price contracts/purchase orders will be awarded to the responsible bidder(s) whose offer conforms to the Solicitation/IFB, Master Solicitation, and applicable Commodity Specification and/or Supplement, that are most advantageous to the Government considering price and the price-related factors (including any transportation costs) and quantity included in the Solicitation/IFB. Award(s) will be made on the least cost price combination of quantity being awarded. Award(s) documents will be available on the Vendor's Supplier Self-Service Page in WBSCM by the date specified in the Solicitation. A notice of award will be issued in the form of a Product Commodity Award (PCA) Report or other public notice posted at the Department's Office of Public Affairs, News Division, after award, on the day of acceptance. After award information is posted, inquiries may be made to the Contracting Officer.

Award(s), as specified above, will result in a binding contract/purchase order without further action by either party. Information on awards is also available electronically through the

commodity procurement website at <http://www.ams.usda.gov> under the “Commodity Purchasing” link after award and the PCA report posted on the WBSCM Public Procurement Page.

IV. INCORPORATED TEXT AND ORDER OF PRECEDENCE

The contract will incorporate this Master Solicitation including: the applicable Solicitation; the applicable Commodity Specification and/or Supplement; the Contractor’s offer; and the Purchase Order. If the contract documents are inconsistent or contradictory, the following order of precedence will prevail: Solicitation, Master Solicitation, and Commodity Specifications and/or Supplement(s).

V. CONTRACT COMPLIANCE

The Contractor must assure compliance with all requirements of this Master Solicitation and the applicable Commodity Specification and/or Supplement prior to submission of product to USDA for acceptance. Examination and certification by USDA is solely for the benefit of USDA and will not relieve the Contractor of its obligation and responsibility to deliver a product which complies with all requirements of this Master Solicitation and the applicable Commodity Specification and/or Supplement. USDA approval of any part of the production process, including but not limited to equipment, will not relieve the Contractor of the responsibility for performing in accordance with the contract.

VI. SHIPMENT AND DELIVERY

Shipment and delivery must be made in accordance with this Master Solicitation; the applicable Commodity Specification and/or Supplement; the applicable Solicitation; and Purchase Order. The Contractor must complete the Advance Ship Notification (ASN) in WBSCM prior to delivery of the product to the awarded destination. Notification must be made as far in advance as possible, but not less than 24 hours. The ASN provides an alert to the appropriate recipient agency that the product will be shipped for a sales order.

The creation of the ASN does not relieve the Contractor or subcontractor of their responsibility to obtain an unloading appointment. Delivery appointment shall be made at least 48 hours in advance of expected delivery.

NOTE: USDA encourages the Contractor to create the ASN for the purchase order item number after a delivery appointment has been scheduled. The Contractor must provide accurate information when creating the ASN.

USDA has provided an excel template in a comma delimited (csv) format that allows the Contractor to upload purchase order line items that will create multiple ASNs.

When notified of shipments, consignees may request upgrading of delivery services or delivery to an alternate warehouse; for example, delivery within the consignee’s premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between the Contractor and consignee and any additional charges for special delivery terms are between consignee and Contractor. Any charges invoiced to USDA for additional delivery services will be denied.

When making deliveries to more than one destination from the same railcar, the quantities required at each stop off must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers shifting while in transit.

A. Change in Place or Manner of Delivery

1. F.O.B. Origin

If the commodity offer price is on the basis of delivery f.o.b. cars or trucks at origin and the Contractor requests a change in the shipping point named in the contract and such request is approved by USDA, any additional cost of transportation and related services shall be deducted from payments otherwise due the Contractor and any savings shall accrue to USDA. For f.o.b. origin prices, the Government will add the cost of transportation to the offer price in evaluation and award.

2. F.O.B. Destination or F.A.S. Vessel.

If the commodity offer price is on the basis of delivery f.o.b. cars or trucks at destination or f.a.s. vessel at designated ports and if USDA orders delivery of the commodity in a manner or to destinations other than those stated in the contract, **any additional cost of transportation and related services shall be for the account of USDA and any savings will accrue to USDA. When a place of delivery is changed by USDA, the contract price shall be adjusted for any resulting increase or decrease in the cost of performance in accordance with best available information as determined by USDA.** No adjustment shall be made for changes in transportation costs when commodities are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, **price adjustments due to changes in transportation costs shall be determined by USDA prior to shipment. If USDA orders delivery to a destination other than the original destination named in the contract, transportation costs adjustments will be made by the AMS Contracting Office.**

B. Early Delivery

The Contractor may deliver early if the recipient agency agrees to accept early delivery and upon AMS personnel being available to perform any necessary check loading and final acceptance requirements, if applicable.

C. Compensation for Delays in Delivery

Timely delivery is important to fulfill the nutritional and dietary needs of persons from who the commodity is intended. Failure to deliver the commodity during the delivery periods, for reasons other than causes beyond the control and without the fault and negligence of the vendor, may be grounds for termination of that line item, or termination of the entire contract, or assessment of liquidated damages.

If a vendor determines that it will not be able to deliver the commodity by the Not-Later-Than-Delivery date, the vendor is required to notify the contracting office immediately. Failure to notify the contracting office in writing within 2 working days following a failure to deliver within the delivery period may result in a discount being assessed.

When deliveries are made by contract carrier or vendor's own vehicle, the date shown on the signed commercial bill of lading will be considered the date of delivery.

D. Tolerances

Tolerances will be set forth in the appropriate commodity supplement or specification.

VII. QUALITY INSPECTION PLAN – WBSCM

If the Commodity Specification and/or Supplement require that the Contractor complete an inspection plan in WBSCM, then the Contractor must complete an inspection plan for each lot of product that will be delivered under the contract/purchase order.

VIII. LIABILITY FOR LOSSES DUE TO DETERIORATION, SPOILAGE, OR RECALL

A. Loss Due to Deterioration or Spoilage

The Contractor shall reimburse USDA for all losses due to deterioration or spoilage sustained by USDA for which the Contractor is responsible, but only if such losses are discovered within a reasonable time, as determined by USDA, after delivery. The Contractor agrees to reimburse USDA for such losses within 10 days after date of billing by USDA. That part of the commodity as to which USDA makes a claim based on deterioration or spoilage shall be held by USDA subject to disposition instructions of the Contractor (unless the nature of the deterioration or spoilage is such as to require condemnation and destruction as determined by USDA or its authorized representative) but need not be held by USDA in excess of 30 days after USDA sends notice of such claim to the Contractor. In lieu of reimbursing USDA, the Contractor may replace the deteriorated or spoiled commodity with an equal quantity of commodity which conforms to all contract requirements and specifications, if such replacement is agreed to by USDA.

B. Loss Due to Product Recalled for Health or Safety Risk

In the event the commodity or commodity product is recalled due to a health or safety risk, the Contractor is responsible for all costs associated with removal and replacement of recalled commodities or products, and reimbursement of State and local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service's (FNS) Commodity Hold and Recall Process. A copy of this report can be obtained at: <http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>. These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities or products.

IX. FAILURE OF THE COMMODITY TO MEET CONTRACT REQUIREMENTS AND SPECIFICATIONS/SUPPLEMENTS

(a) Contractor shall be liable for failure of the commodity to meet all of the contract requirements and specifications/supplements, including those with respect to packages and containers.

(b) If agency discovers on or after delivery that all or any part of the commodity (including packages and containers) did not meet contract requirements and specifications at time of delivery, Agency shall have the right:

(1) to accept or retain the entire quantity and hold Contractor liable for the damages sustained, as determined by Agency, or

(2) to reject the entire quantity or to reject a portion thereof and accept or retain the remainder. Agency may at its discretion terminate the contract with respect to the quantity rejected or permit Contractor to replace all or part of the quantity rejected with a quantity of the commodity that does conform to all contract requirements and specifications/supplements and, in either circumstance, hold Contractor liable for damages sustained, as determined by Agency. To “reject” means to refuse to accept on delivery or, after delivery and acceptance, to notify Contractor of revocation of the acceptance, in whole or in part. In either event, Contractor shall be held liable for all damages sustained as determined by Agency.

(c) Any quantity rejected may be returned to the Contractor, destroyed (if unfit for human consumption), or disposed of for the account of Contractor in accordance with applicable health and sanitation laws and regulations. Any rejection of a quantity of the commodity delivered by common carrier shall be made by the office of Agency shown on the ship to address on the purchase order. Consignee may inform the carrier or Contractor of rejection of a quantity of the commodity delivered by contract carrier or by Contractor’s own trucks. Contractor will be advised of Agency’s election under b (2) of this provision either at the time of rejection or within a reasonable time thereafter.

X. INVOICES AND PAYMENT PROCESS

A. Submission of Invoice in WBSCM.

Invoices requesting payment must be submitted by the Contractor electronically through WBSCM. Invoices for payment must include an electronic copy of the following documents:

- 1) The official inspection and checkloading certificate(s), if applicable;
- 2) The certificate of conformance, if applicable;
- 3) The signed bill of lading or other commercial receipt signed by recipient agency evidencing delivery date and quantity of product delivered, or destination USDA inspection certificate or report evidencing delivery of product;
- 4) Other required documents identified in the applicable Commodity Supplement and/or Specification; and
- 5) Any waivers granted by the Contracting Officer, if applicable.

NOTE: Please refer to the applicable Commodity Specification and/or Supplement for list of supporting documents that need to be provided for a complete invoice package.

Any requests for transportation and protective service charges must be submitted to the Contracting Officer for approval. The invoices for reimbursement of transportation and protective service charges, if any, must be supported by the original or a copy of carrier's receipted freight bill or invoice. If shipment is by contract carrier, the Contractor's invoice must also be supported by a copy of the contract between the Contractor and the truck or rail line showing the schedule of rates, or a copy of the truck or rail line's published rates.

Invoice must include the quantity of what is awarded on the Purchase Order unless a waiver has been granted by the Contracting Officer. Invoices must be submitted on a full truckload quantity, or multiples thereof; invoices for less than full truckload quantities may not be accepted. Invoice quantity must match the quantity awarded on the Purchase Order unless a waiver has been granted by the Contracting Officer.

Submission of an invoice when all contract terms and conditions have not been satisfied may subject the Contractor to civil and criminal penalties as provided in Titles 15, 18, and 31 of the United States Code. The USDA will make payment to the Contractor of any amounts due with respect to each delivery invoiced.

In order for the Contractor to receive payment on an invoice the following four action items must be completed:

- 1) ASN must be created in WBSCM;
- 2) Inspection Plan, if applicable;
- 2) Goods Receipt entered by the recipient agency representative; and
- 3) Invoice submitted in WBSCM with all supporting documents attached.

NOTE: If the Commodity Specification and/or Supplement require an inspection plan be created for payment purposes, the Contractor must apply the appropriate inspection plan to the invoice they are submitting.

Payment is due after submission of a properly prepared invoice in WBSCM, with the required supporting documentation, within the time indicated below.

If the items delivered are:	Payment must be made as close as possible to but not later than:
<i>Meat or meat food products.</i> As defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Public Law 98-181, including any edible fresh or frozen poultry meat, and perishable poultry meat food product, fresh eggs, and any perishable egg product.	7 th day after product delivery.
<i>Fresh or frozen fish.</i> As defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)).	7 th day after product delivery.
<i>Perishable agricultural commodities.</i> As defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C 499a(4)).	10 th day after product delivery, unless another day is specified in the contract.
<i>Processed frozen fruit and vegetable products.</i> As defined in 31 U.S.C. 3902	10 th day after product delivery
<i>Processed canned commodities (including fruits, vegetables, meat, and poultry products).</i> As defined in 31 U.S.C. 3902	30 th day after product delivery

For the purpose of payment, the date of delivery of each shipment of product will be the date of receipt in WBSCM of a properly documented invoice package and the Goods Receipt entered by recipient agency.

In addition to the submission of the invoice package with supporting documents identified within this section, the following actions must be completed in WBSCM before payment will be made. These actions will be dependent on what material (commodity) type is being procured. Please refer the appropriate commodity supplement or specification for type of match needed.

- 1. Four way match – PO, Inspection Plan, Goods Receipt, and Invoice with supporting documentation attached, or**
- 2. Three way match – PO, Goods Receipt, and Invoice with supporting documentation attached.**

USDA payments must be made directly to a financial banking institution as listed in the Contractor's CCR.

XI. FAR/AGAR CLAUSES INCORPORATED BY REFERENCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This Master Solicitation incorporates one or more solicitation clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/>.

48 CFR FAR Clause Reference Number	Description	Date (Month/Year)
52.202-1	Definition	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restriction on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recover of Funds for Illegal or Improper Activity	JAN1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.204-7	Central Contractor Registration	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.211-16	Variation in Quantity	APR 1984
52.219-3	Notice of Total HUBZone Set-Aside (Applicable only for contracts involving Set-Asides)	NOV 2011
52.219-6	Notice of Total Small Business Set-Aside (Applicable only for contracts involving Set-Asides)	NOV 2011

48 CFR FAR Clause Reference Number	Description	Date (Month/Year)
52.219-7	Notice of Partial Small Business Set-Aside (Applicable only for contracts involving Set-Asides)	JUN 2003
52.219-8	Utilization of Small Business Concerns (Applicable if contract amount exceeds \$100,000)	JAN 2011
52.219-9	Small Business Subcontracting Plan (Applicable if contract amount exceeds \$550,000)	JAN 2011
52.219-9	Small Business Subcontracting Plan – Alternate 1	OCT 2001
52.219-14	Limitations on Subcontracting	NOV 2011
52.219-16	Liquidated Damages – Subcontracting Plan (Applicable only when Clause 52.219-16 applies)	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	JUL 2005
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action for Workers with Disabilities	OCT 2010
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay of Work	APR 1984
52.243-1	Changes – Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-2	Inspection of Supplies – Fixed-Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility for Supplies	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984

48 CFR FAR Clause Reference Number	Description	Date (Month/Year)
52.247-16	Contractor Responsibility for Returning Undelivered Freight	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-36	F.A.S. Vessel, Port of Shipment	APR 1984
52.247-48	F.O.B. Destination – Evidence of Shipment	FEB 1999
52.247-58	Loading, Blocking, and Bracing of Freight Car shipments	APR 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form) (Applicable if contract amount is \$100,000 or less)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Applicable if contract amount exceeds \$100,000)	MAY 2004
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

A. AMS Clauses

1. Checkloading

a. The Contractor shall not load the commodity for shipment or transfer the commodity in store unless, at the time of such loading or transferring, the commodity is checkloaded by USDA or by a person of the inspection or grading service designated by USDA. The Contractor is responsible for giving notice in sufficient time for a USDA agent to be present. The cost of checkloading shall be for the account of the Contractor. Checkloading refers to identifying the commodity which was previously inspected and found to meet contract requirements, examining the commodity at the time of loading or transferring for condition of containers and for compliance with labeling and container marking requirements, and determining the number of containers per car, truck, or lot.

b. Checkloading by persons licensed or authorized by USDA shall not relieve the Contractor of the obligation to effect a delivery of the commodity meeting contract requirements or constitute a waiver of any of USDA's rights under the contract. The certificates issued as a result of such official checkloading shall be only prima facie evidence of the number and condition of containers.

c. The Contractor shall be liable for all shortages which occur before delivery, except that if shipment is by common carrier, the Contractor shall not be liable for a shortage reported at destination unless it can be established, notwithstanding the checkloading certificate, that there was an actual shortage at the time of loading for shipment.

d. This paragraph (d) is not applicable to purchases delivered f.o.b. origin. If the shipment is by truck and USDA specifically requests "Exclusive Use of Vehicle," USDA will reimburse the Contractor for any additional transportation costs due to shipment under "Exclusive Use of Vehicle." The sealing of trucks as part of the checkloading procedure shall not be construed as such a request. In the absence of such a request by USDA, any additional cost of transportation and related services due to shipment under "Exclusive Use of Vehicle"

shall be for the Contractor's account. The Contractor shall be responsible for making such arrangements as may be necessary to prevent the application of "Exclusive Use of Vehicle" charges when such charges result in higher transportation costs. The arrangements to be made by the Contractor may include an instruction to the checkloader not to seal the truck when the sealing will result in "Exclusive Use of Vehicle" charges. If, notwithstanding such arrangements, the checkloader seals the truck, the Contractor shall have the responsibility for removing the seals.

2. Obliteration of Markings

The Contractor agrees to take necessary action to prevent the appearance in commercial or other channels of any labels, bags, cans, can lids, cases, or any other type of packaging, either filled or unfilled (hereinafter referred to as "containers and container materials"), bearing markings required under the contract, including those held by the Contractor or others, e.g., overruns. The following actions with respect to all inner and outer containers and container materials will constitute compliance with the intent of this clause: (a) complete obliteration of all markings required under the contract with a permanent opaque paint, or removal of labels which bear such markings, and overlaying or replacing markings so obliterated or removed with commercial labeling; (b) placing a transparent pressure-sensitive sticker on all containers and container materials bearing USDA markings, which shall state in lettering of a prominent size "SALVAGE BY (insert firm's name)" directly on the "NOT TO BE SOLD OR EXCHANGED" legend wherever it appears on the containers and container materials; (c) drawing one or more x's completely through the markings and with a permanent stamp conspicuously placing thereon the following legend: "This container has not been used and shall not be used for shipment of Government commodities."; or (d) any other actions, approved by the Contracting Officer, which accomplish the intent of the foregoing. The appearance in commercial or other channels of containers and container materials bearing markings required under the contract may cause USDA expense in determining whether commodities have been diverted from authorized use and in answering inquiries.

B. FAR Clauses

1. 52.209-1 Qualification Requirements. (FEB 1995)

(a) *Definition.* "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Contracting Officer
USDA/AMS Commodity Procurement Division
1400 Independence Avenue, SW
Room 3932-S, Mail Stop 0256
Washington, DC 20250-0256

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____
(to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

2. 52.211-11 Liquidated Damages (SEP 2000)—Supplies, Services, or Research and Development.

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$0.0025 per pound per calendar day of delay, not to exceed 45 days of delay.

(b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed-Price Supply and Service clause in this contract.

3. 52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

XII. FAR/AGAR PROVISIONS BY REFERENCE

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This Master Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer. The full text of a solicitation provision may be accessed electronically at: <http://www.acquisition.gov/>.

48 CFR FAR Provision Reference Number	Description	Date (Month/Year)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Postconsumer Paper	MAY 2011
52.214-3	Amendments to Invitation for Bids	DEC 1989
52.214-4	False Statements in Bid	APR 1984
52.214-5	Submission of Bids	MAR 1997
52.214-6	Explanation to Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-10	Contract Award—Sealed Bidding	JUL 1990
52.214-15	Period for Acceptance of Bids	APR 1984
52.214-20	Bid Samples	APR 2002
52.214-21	Descriptive Literature, Alternate 1	APR 2002
52.214-22	Evaluation of Bids for Multiple Awards	MAR 1990
52.214-31	Facsimile Bids	DEC 1989
52.232-15	Progress Payments Not Included	AUG 2010

A. FAR Provisions

1. 52.204-8 Annual Representations and Certifications (MAR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____(*insert NAICS code*).

(2) The small business size standard is _____(*insert size standard*).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

2. 52.216-01 Type of Contract (APR 1984)

The Government contemplates award of a firm-fixed-price supply contract resulting from this solicitation.

3. 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulations, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USDA/AMS Commodity Procurement Division, Room 3932, STOP 0256; 1400 Independence Ave, SW, Washington, DC 20250-0256.

(b) The copy of any protest shall be received in the office designated above within 1 day of filing a protest with the GAO.

4. 52.247-48 F.o.b. Destination—Evidence of Shipment (FEB 1999)

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor —

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been delivered to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the

destination specified in the contract.

(b) The Contractor is required to submit evidence of shipment and receipt documentation, along with a signed bill of lading with its invoice.

5. 52.252-3 Alterations in Solicitation (APR 1984)

Portions of this solicitation are altered as follows:

52.214-3 Amendments to Invitations for Bids (DEC 1989)

(Amendments shall be acknowledged only by the method specified in the IFB.)

52.214-22 Evaluation of bids for Multiple Awards (MAR 1990)

(Individual awards will be for the items or combination of items that result in the lowest aggregate cost to the Government, excluding the assumed administrative cost.)

52.246-16 Responsibility for Supplies (APR 1984)

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the consignee receipt, commercial bill of lading, warehouse receipt, dock receipt, or other similar signed and dated document evidencing delivery. If the Contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the consignee receipt or commercial bill of lading or after final certification of the shipping unit by AMS agent. The Contractor is responsible for any shortage or damages as evidenced by the consignee receipt or other commercial receipt evidencing delivery of product.

Unless the contract specifically provides otherwise, risk of loss or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the commodity to a carrier, if contract delivery terms are f.o.b. origin; or

(2) Acceptance by the Government or delivery of the commodities to the Government at the destination specified in the contract, whichever is later, if contract delivery terms are f.o.b. destination.

(3) If delivery is f.a.s. vessel, title and risk of loss and damage shall pass to USDA when the commodity is placed:

(i) Alongside vessel within reach of its loading tackle,
or

- (ii) On the dock designated by USDA if the vessel is not available, unless the Contractor failed to ship pursuant to the shipping instructions and USDA determines that such failure caused the commodity to arrive too late to be loaded aboard the vessel.

B. AGAR Clauses Incorporated by Reference

48 CFR AGAR Clause Reference Number	Description	Date (Month/Year)
452.211-3	Statement of Work/Specifications	FEB 1988
452.211-4	Attachments to Statement of Work/Specifications	FEB 1988
452.246-70	Inspection and Acceptance	FEB 1988
452.247-70	Delivery Location	FEB 1988
452.247-71	Marking Deliverables	FEB 1988
452.247-72	Packing for Domestic Shipment	FEB 1988

C. AGAR Clauses

452.211-5 Period of Performance (FEB 1988)

The period of performance of this contract is stipulated in the IFB.

D. AGAR Provisions Incorporated by Reference

48 CFR AGAR Provision Reference Number	Description	Date (Month/Year)
452.214-70	Award by Lot	Nov. 1996

XIII. INQUIRIES

Inquiries pertaining to this Master Solicitation, Commodity Specifications and/or Supplements, applicable Solicitations, and payment should be directed to:

Contracting Officer
 USDA/AMS Commodity Procurement Division
 1400 Independence Avenue, SW
 Room 3932-S, Mail Stop 0256
 Washington, DC 20250-0256

Telephone: 202-720-4517

DOMESTIC ORIGIN CERTIFICATION**DOMESTIC ORIGIN CERTIFICATION For Fruit and Vegetable Products and Poultry**

Products This form must be completed by an authorized company official or their designee for each contract/purchase order delivery awarded. The completed form must be presented to a representative of the USDA, Agricultural Marketing Service (AMS), certification agent at the processing facility; the completed form must also be presented to the USDA Contracting Officer or agent thereof upon request.

If imported product is brought into the facility during the production and shipment of product for this contract, it is the Contractor's responsibility to notify the applicable certification branch. Each Contractor and/or processing facility under this contract must have a copy of this form on file.

Solicitation Number: _____

Contract/Purchase Order Number: _____

Product: _____

Crop Year (Packing Season, if applicable): _____

Does your company process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

☐ YES ☐ NO If yes, attach a copy of your segregation plan explaining how such product is stored and processed separate from domestic product..

Do any of your Subcontractor/Suppliers processes or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

☐ YES ☐ NO If yes, attach a copy of each subcontractor's/supplier's segregation plan explaining how such product is stored and processed separate from domestic product.

I certify that all products sold to the Department of Agriculture are of 100 percent domestic origin and that all above statements are true. I further certify that traceability documentation will be made available to USDA, Agricultural Marketing Service representatives upon request.

WARNING: 18 U.S.C. Part 1, Chapter 47, Section 1001 states that "Except as otherwise provided in this section, whoever, in any manner within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both.

Knowingly and willingly making false statements for fresh or frozen fruits and vegetables may also constitute a violation of the Perishable Agricultural Commodities Act (7 U.S.C., 499a-499t), and may result in monetary penalties or license suspension or revocation.

Signature: _____
Print and Sign Name (Only authorized signatures)

Title: _____
Company: _____
Date: _____

Vendor Response Overview

Date Submitted :08/02/2010 13:17:07 CST
Submitted By :BIDDERC0004 - [REDACTED]
Date Changed :08/02/2010 13:17:07 CST
Changed By :BIDDERC0004 - [REDACTED]

Solicitation Information

Description :AG-LBEF-S-10-0226
Number :2000001174
Vendor Response :7000001084-000
Response Status :Submitted - On-time
Active :Yes

Vendor Information

[REDACTED]
[REDACTED]
CHICAGO IL- 60632-2016

Contact Information

Tel [REDACTED]
Fax :

Offer Response Details:

Offer Response #	Vendor Plant	Shipping Point/ Freight Agency
3000002204	[REDACTED] [REDACTED] CHICAGO, IL-60632-2016	[REDACTED] [REDACTED] CHICAGO, IL60632-2016

	Ability One	SDVOSB	8(a)	Small	HubZone	Large
At Submission	No	No	No	No	No	Yes
At Open	N/A	N/A	N/A	N/A	N/A	N/A

Vendor Response Constraint Details:

Constraint ID	Vendor Plant	Products	Shipping Point / Increments	Delivery Dates	Quantity UOM
7000001084-000-001	[REDACTED] [REDACTED] CHICAGO IL (1131004)	BEEF FINE GROUND FRZ CTN-40 LB (130158)	[REDACTED] [REDACTED] CHICAGO IL,	09/06/2010 to 09/30/2010 09/01/2010 to 09/15/2010	3.000 /TRK

CHICAGO, IL - 60632-2016

Solicitation Information

Description: AG-LBEF-S-10-0226
Number: 2000001174
Vendor Response: 7000001084-000 /3000002204
Response Status: Submitted - On-time

OFFER RESPONSE

Domestic Commodity Invitation

CHICAGO, IL-60632-2016

Shipping
Point,

Offer Response Overview

Date Submitted: 08/02/2010 13:17:07 CST

Submitted By: BDDERC0004 -

Bid Label: FINE GROUND BEEF - 2000001174

Additional Requested Information:

Attribute:

OFFER IS MADE SUBJECT TO THE MASTER SOLICITATION;
SUPPLEMENT LS-200, AMENDMENT 1, THE SPECIFICATION(S);
INVITATION NO. ____; AND FAR/AGAR.

ALL PRODUCTS REQUIRED UNDER ANY EXISTING USDA
CONTRACT(S) OR SUBCONTRACT(S) WITH A NOT-LATER-THAN
DELIVERY DATE PRIOR TO THIS BID OPENING HAVE BEEN
DELIVERED. CHOOSE ONE:

Permitted Values: (a) Have

OFFEROR REQUESTS HUBZONE SMALL BUSINESS PRICE
EVALUATION PREFERENCE (YES) (NO). APPLIES ONLY TO FIRMS
CERTIFIED IN THE SMALL BUSINESS ADMINISTRATION'S
HISTORICALLY UNDERUTILIZED BUSINESS ZONE PROGRAM (FAR
SUBPART 19.13).

BY SUBMITTING THIS BID, OFFEROR CERTIFIES THAT ALL
PRODUCTS CONFORMS WITH THE (APPLICABLE SPECIFICATION)
AND NO CHANGES TO THE PRODUCTION PROCESS OR
TECHNICAL PROPOSAL HAVE OCCURRED WITHOUT PROPER
APPROVAL BY THE CONTRACTING OFFICER.

- Yes

(a) Have

- No

- Yes

Solicitation Information

Description: AG-LBEF-S-10-0226
 Number: 2000001174
 Vendor Response: 7000001084-000 /3000002204
 Response Status: Submitted - On-time

Offer Response Item details:

Item Material Description Comments			Required by	ZipCode	Quantity/UOM	Offer Price
10 BEEF, GROUND						
20 BEEF FINE GROUND FRZ CTN-40 LB						
30 CONCORD NH						
40	130158	BEEF FINE GROUND FRZ CTN-40 LB	09/16/2010-09/30/2010	03301	20,000 LB	1.9464 USDN/1 LB
50	130158	BEEF FINE GROUND FRZ CTN-40 LB	09/16/2010-09/30/2010	03301	20,000 LB	1.9464 USDN/1 LB
80 SPENCER WI						
100	130158	BEEF FINE GROUND FRZ CTN-40 LB	09/16/2010-09/30/2010	54479	40,000 LB	1.9543 USDN/1 LB
110 LOT: 387203528 CONCORD NH / LITTLETON...						
120	130158	BEEF FINE GROUND FRZ CTN-40 LB	09/01/2010-09/15/2010	03301	20,000 LB	1.9511 USDN/1 LB
130	130158	BEEF FINE GROUND FRZ CTN-40 LB	09/01/2010-09/15/2010	03561	20,000 LB	1.9511 USDN/1 LB
Total Quantity for BEEF FINE GROUND FRZ CTN-40 LB					120,000 LB	
Total Quantity for Offer					120,000 LB	

WBSCM Minimum System Requirements

	Minimum Requirement	Notes:
Hardware		
Processor	800MHz +	
Memory	512 MG +	
Hard Disk Drive	110 MB +	
Monitor Resolution	1024 x 768 16K colors or better	
Software		
Operating System	Microsoft Windows XP, Microsoft Windows 2000, or Microsoft Windows Vista	
Web Browser	Microsoft Internet Explorer 6.0 - Service Pack 2 or Microsoft Internet Explorer 7.0	WBSCM is not compatible with Internet Explorer 8.0. Uninstall Internet Explorer 8 or run Internet Explorer in IE7 compatibility mode.
Adobe Flasher Player	Adobe Flash Player 8.0 or higher	Only needed for viewing uPerform simulations.
Additional Desktop Integration Software	Microsoft Office (MS-Word, MS-Excel); Adobe Acrobat Reader	Required for viewing documents attached to WBSCM transactions.
Additional Software for Records Management	Internet Explorer web browser SAP Plug-in	This software will only be applicable to USAID, USDA, and Freight Forwarder staff and supports only Internet Explorer 6 and 7 browsers.
Additional Software for Procurement	Java Runtime Environment 1.4.2 or higher	This software will only be applicable to USAID, USDA users of Procurement transactions.

Notes:

- Records Management requires the SAP Plug-ins which only supports Internet Explorer 6 and 7. Other browsers (Firefox 2.0) do not support Records Management.
- For users who currently have Internet Explorer 8.0, the SAP Portal is not compatible with this version and you are advised to uninstall it and install Internet Explorer 7.0, or run Internet Explorer in IE7 compatibility mode.
- Due to the Records Management requirement, Mac users can use their Macs to access WBSCM by visiting an Apple store to install Windows as a second operating system.
- Sun JRE version 1.4.2 or higher is only needed by Internal users who execute the following Procurement transactions which have approver workflows:
 - Process Bid Invitation
 - Process Contract
 - Process Purchase Order

B. WBSCM Internet Explorer 7 (IE7) Compatibility Mode

- c. **Purpose:** WBSCM is not compatible with Internet Explorer 8.0. To run WBSCM, uninstall Internet Explorer 8 or follow the steps in option 1 or option 2 below to run Internet Explorer in IE7 compatibility mode.

D. Internet Explorer Compatibility Mode Settings – Option 1

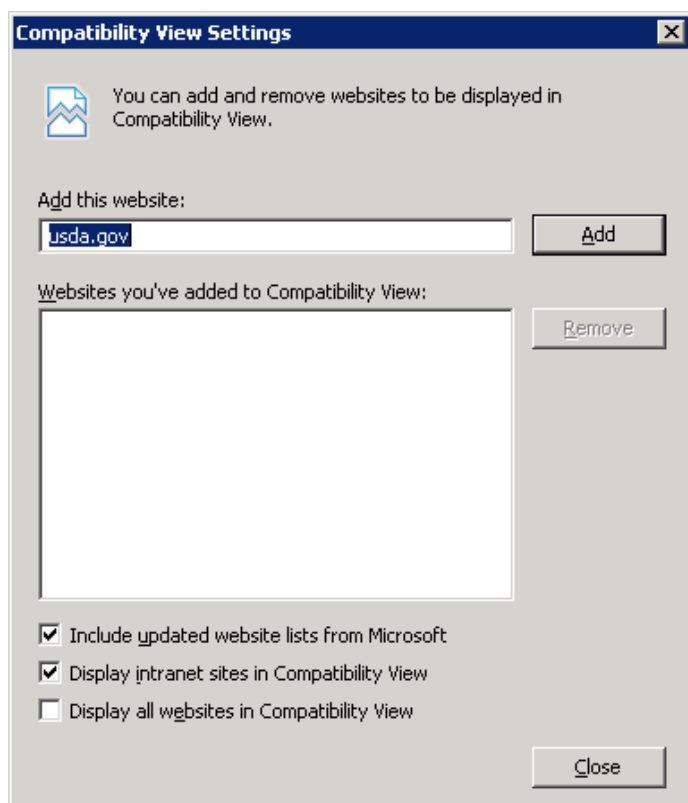
- Open Internet Explorer.
- Navigate to the WBSCM URL <https://portal.wbscm.usda.gov>
- Authenticate with USDA eAuthentication to arrive at the WBSCM portal home page
- Browser header bar should have the compatibility mode button toggled off, as below



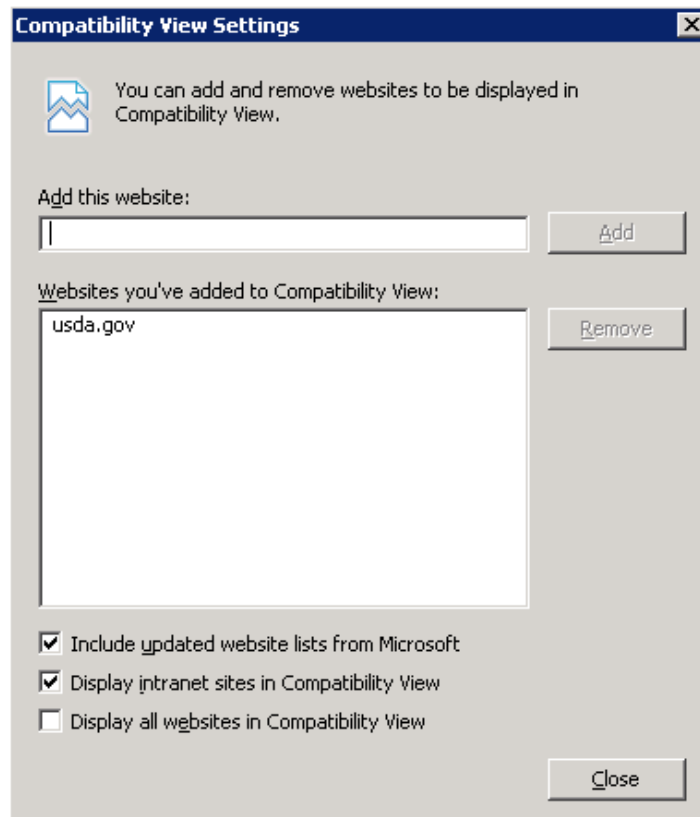
- Click the compatibility mode button in the address bar to enable IE7 compatibility mode. The compatibility mode button should switch state.

**E. Internet Explorer Compatibility Mode Settings – Option 2**

- Open Internet Explorer.
- Select *Compatibility View Settings* from the *Tools* menu.



- F. In the *Add this website* text box type *usda.gov* and click **Add**.



G.

- Click **Close**.
- All *USDA.gov* will now appear in IE7 compatibility mode.

